



**REQUEST FOR PROPOSALS
FOR LEASE
OFFICE SPACE
+- 6500 USABLE SQUARE FEET**

Mississippi Department of Employment Security

PICAYUNE, MISSISSIPPI

PROPOSALS DUE NO LATER THAN:

11:00:00 a.m. CST on 1/25/2017

Proposals shall be delivered in a sealed opaque envelope to the following address:

Jay Atkinson, Leasing Specialist
Mississippi Department of Employment Security
1235 Echelon Parkway
P.O. Box 1699
Jackson, Mississippi 39215-1699
Telephone (601) 321-6309
Refer to RFP 17-01

I. ADVERTISEMENT

The Mississippi Department of Employment Security is soliciting proposals to lease +- 6500 usable square feet of Office Space in Picayune, Mississippi. Interested parties should contact Jay Atkinson at 1235 Echelon Parkway or call 601-321-6309 or email jatkinson@mdes.ms.gov for leasing information. Deadline for Receipt of Proposals is January 25, 2017 at 11:00:00 a.m. CST.

II. TERMS AND CONDITIONS

A. SCHEDULE

The schedule and dates below are subject to change. The dates below are intended to provide all Proposers an estimated time frame for Receipt of Proposals and the selection process.

First Advertisement:	<u>January 4, 2017</u>
Deadline for Receipt of Proposals:	<u>January 25, 2017</u>
Review of Proposals and Property Assessments:	<u>Jan 30 – Feb 3, 2017</u>
Final Selection:	<u>February 3, 2017</u>
Lease Presented to PPRB for Approval:	<u>March 1, 2017</u>
Deadline for Building Occupancy:	<u>April 1, 2017</u>

B. CLARIFICATIONS

All requests for additional information related to this RFP shall be directed in writing to:

Jay Atkinson/ 1235 Echelon Parkway Jackson, MS 39215/ 601-321-6309

For E-Mails, please input "Lease RFP" in the subject line. Should a Proposer find discrepancies in, or omissions from, the Proposal Package, or be in doubt as to its meaning, the Proposer should immediately notify Jay Atkinson in writing for clarification.

C. DISQUALIFICATION AND REJECTIONS

The Agency / Institution reserves the right to reject any and all Proposals. Reasons for rejecting a Proposal include, but are not limited to:

- a. The Proposal is not submitted at or by the specified time
- b. Failure to meet the minimum, mandatory requirements in this RFP
- c. The Proposal is incomplete or contains irregularities, which make the Proposal indefinite or ambiguous
- d. The Proposal is not signed by the Owner or authorized Agent
- e. The Proposal contains false or misleading information
- f. The Proposal ultimately fails to meet the announced requirements of the State in some material aspect
- g. The Proposal price is clearly unreasonable

D. ADDENDA

Any addenda to the Proposal Package issued before the time of Receipt of Proposals shall be included in the Proposal Package and become a part of the Lease contract. The Official Proposal Form will be modified with space to indicate the receipt of all Addenda; OR, the Proposer may elect to print each Addendum, sign and date, and submit the signed and dated Addenda WITH the Proposal. Failure to acknowledge all Addenda may render the Proposal non-responsive, if it is determined that the Addenda had a material impact on the building requirements, price or time frame for building occupancy. An example of an Addendum which would *not* impact building requirements, price or the time frame for building occupancy would be a correction to a phone number.

E. SUBMITTAL

Proposals must be delivered to the address indicated in the Advertisement and in this RFP. A minimum of (2) copies of the Proposal shall be submitted in a sealed, opaque envelope. Proposals submitted by E-Mail, Fax, or any other method than that identified here will not be accepted. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

Responder's Name	
Physical Address	
TO:	<u>MDES</u>
	1235 Echelon Parkway
	Jackson, MS 39215
Proposal for Lease	

***NOTE:** Please be sure to label the bottom left-hand corner of the envelope as “Proposal for Lease.” Without this on the outside of the envelope, the Proposer risks the envelope being mistakenly opened with other mail.*

F. WITHDRAWAL OF PROPOSAL

Any Proposer will be allowed to withdraw his or her Proposal prior to the Deadline for Receipt of Proposals. Should a Proposer wish to withdraw his or her Proposal once it has been submitted, the Proposer shall send a notice to the Agency / Institution, **IN WRITING**, requesting that the Proposal be withdrawn and the justification of an error or omission in the proposal.

G. RECEIPT OF PROPOSALS

Proposals shall not be opened publicly.

H. AWARD

Award, if any, shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the State, taking into consideration price and compliance with the requirements and preferences in this RFP.

I. LEASE CONTRACT

The Lease Agreement shall be in the form of the State of Mississippi's Standard Lease Agreement, found in this RFP.

J. SHORT-LIST SELECTION AND BEST AND FINAL OFFER

The Agency reserves the right to do a short-list of the top-scoring proposals submitted. Should the Agency elect to perform a short-list selection, followed by Best and Final Offers, no more than three (3) proposals will be selected for the short-list. Should the Agency choose *NOT* to perform a short-list selection, selection will be made based on the original Proposals submitted.

III. MINIMUM MANDATORY REQUIREMENTS

This form is required to be completed by any Agency / Institution requesting to lease space from a private property owner. This form is to be included in the documents that are sent to anyone requesting Proposal Information or a Proposal Package. The intent is to provide each Landowner, or his or her representative, with sufficient information in order to formulate a lease price and time frame for any build-out, as needed. The information listed on this form is REQUIRED. The Proposer is required to provide the minimum specifications listed herein, with any and all improvements/renovations/remodeling being included in the rental amount.

Total Net Usable Square Feet: +- 6500
(This is to be taken from the RPM-3 Space Evaluation Form)

Preferred Term (Length) of Lease: 2 Years

Type of Space Requested (Design Function):

<u>X</u>	Office
<u> </u>	Warehouse/Storage
<u> </u>	Clinic / Hospital
<u> </u>	Residential
<u> </u>	Other

If "Other," please explain: _____

I. SPACE REQUIREMENTS:

Conference Room: +-500 Square Feet

Meeting Rooms: +-500 Square Feet each
Number of Rooms: 1 Total

Storage Room: +500 Square Feet

Waiting / Reception Area: +-1000 Square Feet

Break Room / Employee Area: +-200 Square Feet

Other Rooms / Requirements:

II. ADDITIONAL REQUIREMENTS

Is Lessor to provide a Conference Room Projector? _____ Yes X No

Is Lessor to provide Seating for Waiting Area: _____ Yes X No

Restrooms:

Number of Male Restrooms: 2
Number of Female Restrooms: 2
Number of Unisex Restrooms: _____

The Numbers of Restrooms listed above are the minimum number. All restrooms shall meet ADA requirements and the number of stalls, urinals, sinks, etc. shall meet the minimum requirements of the Plumbing Code of the International Code Council (ICC).

Parking:

Number of Parking Spaces Required: +20
Number of Parking Spaces on Site: +20
Number of Parking Space in Proximity to Site: +20

Parking must be ADA-compliant. Based on the numbers of parking spaces, all Parking Spaces may be required to be located on site. Parking areas are to be lighted and compliant with ICC Standards for lighting requirements.

IT / Network Infrastructure:

The leased premises shall have fiber to the building, with a minimum of CAT 5 cabling. All offices, cubicles, conference rooms, and meeting rooms shall be wired for data services.

Square Footage for IT / Network Room: 8x8
Number of Servers: 0
Number of Racks for Server(s): 0
Total Voltage Required: _____
Min. Cable Requirement: CCT5

Landlord required to provide Server Racks? _____ Yes X No

Min. Number of A/C Unit(s) for Server Room: 0

Landlord required to provide A/C unit(s)? _____ Yes X No

Generator: _____ Mandatory _____ Preferred X _____ No Preference

Generator shall be: _____ Natural Gas _____ Diesel X _____ No Preference

Landlord required to provide Generator? _____ Yes X No

There is not a required size of the A/C Unit for the IT / Server room, but the unit shall be large enough to run this room 24 / 7 / 365. This unit shall be connected to the emergency Generator.

Access Control: _____ Card-Swipe Access _____ Keypad Password
 _____ Fingerprint _____ X Standard Lock / Key (individual rooms)
 _____ Other
 (If "Other," please explain: _____)

NOTE: Access to the main entrances to the space shall be controlled by card-swipe access system, but individual offices and rooms shall be formatted with standard lock and key.

Landlord required to provide Access Control System? _____ Yes X No

III. OPERATIONAL COSTS:

For the purposes of this Request for Proposals, this shall be a Gross Lease. The following operational costs shall be borne by the party indicated below. In all instances, Lessor is required to pay and provide all Taxes, Insurance Premiums, Sewer, Trash, and Landscaping for the building/facility.

	Lessor	Lessee	No Preference
Taxes	<u>X</u>	_____	_____
Insurance	<u>X</u>	_____	_____
Electricity	_____	<u>X</u>	_____
Gas	_____	<u>X</u>	_____
Water	_____	<u>X</u>	_____
Phone / Internet	_____	<u>X</u>	_____
Sewer	_____	<u>X</u>	_____
Trash	_____	<u>X</u>	_____
Janitorial Services	_____	<u>X</u>	_____
Janitorial Supplies	_____	<u>X</u>	_____
Security	_____	<u>X</u>	_____
Landscaping	<u>X</u>	_____	_____
Other:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Other Space Requirements:

The Generator shall be capable of supplying power for critical and life safety conditions. This shall include standby lighting, the fire protection system, Key-Card / Access Control system, Security system (if provided) and elevators (if the Lessee is not located on the ground floor). Additionally, the Generator shall be capable of supplying power to the IT / Server Room and the A/C unit(s) supplying air to the IT / Server Room. For Access Control, the main access points to the leased space shall be controlled by Key Card Access, but individual offices and rooms should be formatted with standard locks and keys.

SPACE REQUIREMENTS

The Proposer should ensure that all space requirements, as outlined in these Specifications, are met. The State of Mississippi will allow variances in square footage to a reasonable extent. For instance, if the specifications require one 150-square foot office and the Proposer has an existing office of 140 square feet, the State will allow the deviation in this instance, because the cost of relocating walls and lines for an additional 10 square feet would be cost-prohibitive. However, Proposers should ensure that space measurements are as close to the requirements spaces listed herein as much as possible. All private offices should be hard-walled.

This proposal provides the total number of Net Usable Square Feet as required by the Agency. For the purposes of this RFP, Net Usable Square Feet shall *exclude*:

- Corridors
- Bathrooms
- Stairwells
- Elevator shafts
- Shafts and Ducts
- Janitorial, Electrical, or Mechanical Closets
- Areas for A/C and Heating Systems

In the event that the Building is a multi-tenant building, the Proposer shall identify all Common Area and the prorated share of such space for the Agency.

Proposers should identify not only the Net Usable Square Feet offered for lease, but the TOTAL RENTABLE SQUARE FEET for which the agency will be billed. Rental amounts and payments will be evaluated based on this number.

PROPERTY TYPE

The Agency reserves the right to give preference to specific properties depending on the type of space requested and its original/intended use. Spaces converted from one function to another will be considered, but the Agency reserves the right to provide preference to those facilities in which the original design purpose meets the intended use of the agency. For example, buildings converted from Warehouse space into Office space will be considered, but preference will be given to those facilities originally designed and constructed as Office space.

It is common for a building to have multiple uses and functions, and to be designed for such. In this event, the State of Mississippi will classify the building's type based upon the majority of square footage. For instance, a building that is 75% warehouse space and 25% office space will, for the purposes of this Proposal, be considered a Warehouse.

PROPERTY CONDITION

It is the responsibility of the Proposer (or Lessor) to ensure that the property is maintained in a reasonable working and operable condition. As such, the Proposer should ensure that the property has operation and maintenance schedules in place for all items related to the building and equipment as appropriate. If awarded a Lease Agreement, the Proposer may be required to provide copies of any operations and maintenance schedules and contracts in place. Below are some schedule items that must be met:

- **ADA Compliance:** Proposer is to ensure that the building is ADA compliant in all aspects. In the event the building is not ADA-compliant, the Proposer will be required to make the necessary modifications to ensure the building is ADA-compliant prior to occupancy. Proposers should follow all Federal and State regulations for ADA compliance to ensure all requirements are met.
- **Electrical and Lighting:** The lighting and electrical system for the building and parking areas must meet all ICC (International Code Council) Standards, Policies, and Procedures related to such.
- **Carpet:** At the inception of the Lease Agreement, carpet should be no more than four (4) years old. If carpet is more than four (4) years old, the Proposer must provide new carpet for the leased space. The minimum standard for carpet should be nylon, 26 oz. weight, Broadloom. Carpet tile is preferred, but Broadloom is acceptable. Should Broadloom be used, replacement of any carpet shall be performed after working hours, and Lessor will be responsible for moving all furniture and equipment, and then moving furniture and equipment back in the appropriate space once carpeting is complete. Damage caused to furniture and/or equipment caused by relocation shall be the responsibility of the Lessor.

All carpet shall be replaced every five (5) years or sooner.

- **Paint and Wall Coverings:** All walls must be painted or papered, as appropriate, every four (4) years or sooner. If walls have not been painted or papered within four (4) years prior to the start date of the Lease Agreement, Lessor shall paint and/or paper walls prior to occupancy.
- **Maintenance Schedules:** Lessor should have in place, at the inception of any Lease Agreement or Renewal Lease, sufficient maintenance schedules for the following items and equipment for the building:
 - Roof
 - Mechanical System
 - Electrical System
 - Generator

Lessor may be called upon to provide copies of any preventative, or scheduled, maintenance contracts to ensure that all equipment and systems in the building are being maintained. Lessor will ensure that, in as much as reasonably possible, all scheduled maintenance to the building and building systems will be performed on weekends or outside of normal business hours.
- **Parking:** Parking area should be maintained in a state of good repair and must meet ADA requirements. Parking area should be clearly striped, and parking spaces designated as appropriate (handicap spaces, space numbers, etc.). Routine checks and maintenance should be performed to the parking structure or surface to ensure longevity and long-term use of the parking surface. In the event of standing water, protruding rebar or rods, large cracks, or uneven surfaces on the parking surface, Lessor may be called upon to correct such areas as needed.

FURNITURE AND EQUIPMENT

In the event that the Proposer is required to provide certain furniture or equipment as part of the Lease Agreement, those items will be clearly identified in the specifications listed herein. Otherwise, all furniture and equipment associated with the function and operation of the Agency will be the responsibility of the Agency, and the Proposer will not be responsible for providing those items as part of the Lease.

OPERATIONAL COSTS

For the purposes of this Lease, the Lessor shall be responsible for all operating costs of the building, with the exception of Phone/Internet. Lessor will be responsible for all other costs associated with the property, including but not limited to Utilities, Janitorial, Taxes, Insurance, and Maintenance Contracts.

IT / NETWORK

All IT / Network costs for this RFP shall be in accordance with the IT/Network requirements stated above. Proposers shall ensure that the property does, or will prior to occupancy, meet the IT/Network requirements and needs specified.

FIRE PROTECTION:

Lessor understands that all buildings and facilities shall meet all Local Fire Codes for the City/County in which the property is located.

III. INSTRUCTIONS TO PROPOSERS

1. **Occupancy:** The proposed space shall be complete and ready for occupancy no later than 30 days following execution of the Lease Agreement. Should the space be ready for occupancy prior to this date, the Agency shall have the option to occupy the space sooner, as agreeable between the Lessor and Lessee.

2. **Rentable Square Feet:** Proposers are to identify the number of rentable square feet (the amount of square feet for which rent shall be paid) offered for lease. The Agency has identified the total amount of usable square feet needed, and each Proposer shall identify the rentable square feet offered for Lease, including common area.
3. **Preferences:** N/A
4. **Security:** All Proposers shall submit, WITH THEIR PROPOSALS, any proposed security measures provided to the Lessee. This may include alarms, guards, etc.

IV. SCORING AND EVALUATION

Scoring and Evaluation will be performed in two (2) Phases. For the first (1st) Phase, all Proposals shall be evaluated as follows:

GRADING AND SCORING CRITERIA			
Category	Max. Points	Points Received	Formula (If Applicable)
Price	60		<i>Formula: $\text{=(Lowest Overall Price / Proposed Price)} \times \text{Max. Points}$</i>
Parking	15		
Security	20		
Amenities	5		
TOTALS:	100		

Following the initial scoring identified above, those Proposals meeting an efficient, compact, and contiguous space design will be awarded up to fifteen (15) additional points. All Proposals having efficient Ease of Access to the building and premises will be awarded up to ten (10) additional points.

V. CHECKLIST FOR PROPOSERS

Each Proposer should read carefully to ensure that he or she has included all required forms and documents with the Proposal. The minimum requirements which must be included are:

1. Official Proposal Form, signed and dated
2. Photos of the Interior and Exterior of the Building
3. A Sketch floor plan of the proposed space
4. Proposed security measures, if any
5. RPM-5A State of Mississippi Standard Escalation Agreement, initialed where applicable (if escalations apply)

LEASE AGREEMENT

State of Mississippi Standard Form

This Lease Agreement entered into on this the _____ day of _____, 20____, which is on or after the date the Public Procurement Review Board approved this Lease by and between _____, whose address is _____, (hereinafter referred to as "Lessor"), and the _____, whose address is _____, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of _____, County of _____, State of Mississippi, described as follows, to-wit:

SECTION 1. The primary term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for _____, commencing on _____, and ending at 12:00 midnight on _____. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the primary term of this Lease, the rent will be prorated accordingly or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay _____ Dollars (\$_____) per _____ to the Lessor for the demised premises, pursuant to the following schedule:

SECTION 3. The Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of _____.

SECTION 4. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. The Lessor shall furnish and pay for, as and when due, all utilities consumed or used incidently to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description, or, only those utilities listed on the following lines:

SECTION 5. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. The Lessor shall furnish the following janitorial services:

SECTION 6. The Lessor shall pay, during the term of this Lease and any extended term hereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against Lessee's fixtures and equipment used in said demised premises.

SECTION 7. In the event that escalations for Lessor's expenses are to be incorporated as a provision of this Lease, only those escalations listed, and under terms as described by the attachment of a "State of Mississippi Standard Escalation Agreement," will be acceptable.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor:

To Lessee:

SECTION 9. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to the reduction in space without penalty or interest or the Lease may be terminated. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 10. It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor and the terms contained herein shall become null and void without further consideration by Lessee.

SECTION 11. The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the primary or any extended term hereof.

SECTION 12. The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee.

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense, said demised premises and facilities in a state of tenantable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall supply at Lessor's expense all filters, freon, and parts for the heating and cooling equipment and all bulbs, lamps, tubes and starters needed for light fixtures. All repairs at Lessor's expense shall include, but not be limited to (1) keeping the heating and cooling equipment operational so that temperatures remain between 68 and 78 degrees Fahrenheit; (2) maintaining elevators so as to operate safely; (3) maintaining all doors, locks and windows to operate properly; (4) maintaining all electrical equipment and plumbing pipes and fixtures to operate properly; (5) maintaining all fire and safety equipment as required by local code; (6) maintaining roof and exterior of building to prevent leaking water.

Should, at any time during the term of this Lease, hazardous material, chemical, or odor be discovered in the leased building in amounts determined by the Mississippi Department of Environmental Quality to be unacceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease after sixty (60) days with no penalty to the Lessee.

SECTION 15. Should the demised building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval.

SECTION 16. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent. As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 during which time Lessee may purge itself of the grounds of forfeiture by curing the stated grounds of forfeiture within such thirty (30) days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the demised premises and all rights, easements and privileges belonging or anywise pertaining thereto, during the full term of this Lease, and any extension thereof.

SECTION 18. Lessor will provide paved parking area sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessor will reserve _____ spaces exclusively for the Lessee.

Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

SECTION 19. Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any request for amendments or modifications to this Lease by the Lessor or Lessee must be listed below in this section or on an addendum to this Lease as noted by listing such addendum in this section. Approval of any amendments or modifications of this Lease will become valid and made a part of this Lease only when approved by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature of its Administrator.

Approved _____ Disapproved _____ Date: _____

Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management

By: _____ Title: RPM Director

SECTION 21. This Lease will not become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board. No amendment to or modification of this Lease shall become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board

SECTION 22. Lessor covenants that the demised premises included in this Lease are in compliance with the Americans with Disabilities Act, 1990, Federal and State laws, and local ordinances. At the sole discretion of the Lessee, failure to comply may result in the termination of this Lease by Lessee.

The Lessor warrants that the buildings covered by this Lease comply with all state and local building codes and all zoning ordinances and subdivision covenants.

SECTION 23. The Lessor or Lessors herein warrant that this Lease will be in compliance with Section 25-4-103 and 25-4-105 of the Mississippi Code of 1972, as amended. Should it be determined during the term of this Lease that the Lessor or Lessors are not in compliance with said statutes, the Lessee may terminate this Lease with a written thirty (30) days notice to Lessor with no penalty to the Lessee.

SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. "Contractor" in this Section shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit."

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinabove set forth.

LESSOR (Individual or Corporation)

By: _____

LESSEE

By: _____

"This Lease was approved on _____ by the Public Procurement Review Board, and regardless of any other date shown within, this Lease is not effective before _____, as stated in Section 1 and pursuant to Section 21 of this Lease.

(Lessee's acknowledgment)

STATE OF MISSISSIPPI

COUNTY OF _____

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____

(Lessor's acknowledgment for an individual)

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____

(Lessor's acknowledgment for a corporation)

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____

CONDITIONS FOR SUBMITAL OF LEASE PROPOSAL

RPM-2

This section filled in by agency representative requesting proposal.

DEADLINE FOR SUBMITTING PROPOSAL: TIME _____ p.m. DAY _____ DATE _____

ADDRESS TO RECEIVE PROPOSAL: _____

AGENCY REQUESTING PROPOSAL: _____

AGENCY CONTACT FOR PROPOSAL: _____

THIS LEASE PROPOSAL IS NOT A BID AND IS NOT SUBJECT TO THE BID LAWS OF THE STATE OF MISSISSIPPI.

As the owner/agent of the property offered for lease by this proposal, I understand that acceptance of my proposal is not contingent solely on the contact rent quoted herein. The costs for utilities, janitorial services, parking, remodeling, moving expense, telephone hook-up, etc. will all be considered in determining the TOTAL COST of the lease. Building condition, location, adaptability, and accessibility for the handicapped will all be factors in determining the most **SUITABLE** space for the agency requesting this proposal.

I understand that my building must meet the minimum requirements for accessibility as described by the Americans with Disabilities Act of 1990. If my building does not meet the minimum requirements for accessibility determined necessary by the agency, my proposal may be declared unacceptable.

As owner/agent of the property offered for lease by this proposal, I have examined the proper authority for the agency requesting this proposal to obtain all the specifications the agency has determined as necessary to qualify as **SUITABLE** space. I understand that the agency has possession of the manual which states the policy and procedures all state agencies must follow when procuring leased space and that the agency can provide me a copy of this manual at my request. I have discussed these procedures with a member of the agency and I understand these procedures for leasing property.

As owner/agent of the property offered for lease by this proposal, I understand that having delivered this proposal to the agency prior to the deadline the agency has imposed, my proposal of rent cannot be changed or amended in any manner, unless the agency, by written notice to me, has informed me that all proposals received were determined to be unacceptable, and that the agency is again requesting proposals for leases.

The space offered for lease by submittal of my proposal should be held available to the agency for a period not less than 60 days from the date listed herein as the deadline for receiving lease proposals. As owner/agent of the property offered for lease by this proposal, I understand that if I cannot hold this property available for this 60 day period the agency may consider my proposal as unacceptable.

Only those proposals submitted to the requesting agency by completion of pages 1-4 of this form will be considered. All proposals are to be submitted in a sealed envelope addressed to the agency requesting this proposal to the attention of the agency contact, and identified on the front of the envelope as **"PROPOSAL FOR LEASE"**.

By evidence of my signature, I acknowledge that I have read the conditions stated above before submittal of my proposal and that I fully understand these conditions. I warrant that the owner(s) of this property will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code by leasing this property to a state agency.

Signature Owner/Agent

Date Submitted

This section filled in by agency representative:

The building described in this proposal was inspected by _____ (Name)

_____ for the agency accompanied by _____ (Name)

for the owner on _____ (Date). As a result of this inspection, I have found the information submitted by this proposal to be

☐ correct or ☐ in error as described by attachment.

Signed (Agency Representative)

(This proposal form must be completed by the owner/agent of the property.)

NAME OF PROPERTY OWNER _____

ADDRESS _____

NAME OF PROPERTY AGENT _____

ADDRESS _____

SUBMITTED TO _____

STATE AGENCY/DEPARTMENT _____

DIVISION _____

TYPE OF SPACE ☐ OFFICE ☐ STORAGE/WAREHOUSE ☐ OTHER ☐

SPACE IS: ☐ EXISTING ☐ UNDER CONSTRUCTION ☐ TO BE CONSTRUCTED

DATE OF COMPLETION _____

ADDRESS OF SPACE OFFERED _____

DESCRIPTION OF BUILDING: GROSS SQUARE FEET _____ AGE _____ TYPE OF CONSTRUCTION _____

ORIGINAL USE _____ PRESENT USE _____

LAST DATE REMODELED _____ (Attach Description)

LAST DATE REPAIRED _____ (Attach Description of Repairs)

ROOF TYPE _____ LAST DATE SERVICED _____

A/C TYPE _____ AGE _____ LAST DATE SERVICED _____

HEAT TYPE _____ AGE _____ LAST DATE SERVICED _____

CEILING HEIGHT _____ TYPE _____

INTERIOR WALLS: ☐ DRY WALLS ☐ PLASTER ☐ PANEL ☐ OTHER _____

LAST DATE PAINTED OR PAPERED _____

FLOOR COVERING: ☐ CARPET ☐ TILE ☐ OTHER _____ LAST DATE INSTALLED _____

ELECTRICAL OUTLETS: # PER ROOM _____ (Average)

LIGHTING: TYPE _____

NUMBER OF BATHROOMS: PUBLIC _____ RESERVED _____ AGE OF FIXTURES: _____

ACCESSIBLE TO HANDICAPPED: ☐ YES ☐ NO

IF NO: I WILL MAKE THE NECESSARY IMPROVEMENTS TO THE SPACE AS REQUIRED BY THE AGENCY TO MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BY THE AMERICANS WITH DISABILITIES ACT 1990. ☐ YES ☐ NO

DOES THIS BUILDING CONTAIN ASBESTOS? ☐ YES ☐ NO IS THE ASBESTOS NON-FRIABLE? ☐ YES ☐ NO

IF YES, DESCRIBE BY LOCATION: _____

TOTAL RENTABLE SQUARE FEET _____ (OFFERED FOR LEASE)

1ST FLOOR _____ SQ. FT. OTHER _____ SQ. FT.

NET USABLE SQ. FT.:

(Measured per RPM

Policy, Page 11 in Manual)

OFFICE _____

STORAGE _____

WAREHOUSE _____

OTHER _____

COMMON AREA _____ (Halls, public restrooms, elec./jan. closet, elevator, stairwell, etc.)

TOTAL NET USABLE SQ. FT.: _____ (Do not include common areas or area not reserve exclusively for agency's business.)

RPM2 (Page 2 of 4)

CONTRACT RENT: _____ LEVEL _____ ESCALATES # OF YEARS OFFERED
(Attach Rent Schedule as Below for each Year if Escalating)

ANNUAL \$ AMOUNT: \$ _____ PAID: _____ MO _____

**BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY
MANAGEMENT
STATE AGENCY LEASING IN NON-STATE-OWNED SPACE**

\$ AMOUNT PER SQ. FT.: (Annual Rent - Square Feet Leased)

ANNUAL RENT - TOTAL AREA \$ _____ YR.

ANNUAL RENT - NET USABLE AREA \$ _____ YR.

(Measured per RPM Policy)

UTILITIES: (Elec., Gas, Water, Sewer, Trash) ☐ INCLUDED ☐ NO

ALLOWANCE IF INCLUDED IN RENT: \$ _____ YR.

ESTIMATED IF NOT INCLUDED: \$ _____ YR.

(Previous yr's cost is acceptable)

JANITORIAL COST: (Labor, Supplies) ☐ INCLUDED ☐ NOT INCLUDED

ALLOWANCE IF INCLUDED IN RENT: \$ _____ Year

(Attach a schedule of services, days, time, who furnishes supplies.)

OTHER COST NOT INCLUDED IN RENT: _____

MAINTENANCE: LEASED AREA _____ COMMON AREA _____ BOTH _____

(Fill in if Expenses are Included in Rent)

ESCALATIONS: _____ YES _____ NO EXPENSE STOP: \$ _____ SQ. FT.

Escalations to be based on indexes are not acceptable. Base year will be the year the lease originated.

PRESENT COST OF EACH EXPENSE: (Total building or pro-rate)

\$ _____ UTILITIES: \$ _____ JANITORIAL \$ _____ ADVALOREM TAX

\$ _____ PROPERTY INSURANCE _____ MAINTENANCE CONTRACTS

TOTAL ESCALATIONS for expenses cannot exceed 10% of the cost incurred during the first year of the lease. (Proper receipts of payments for each item of escalation must be provided to the Lessee and the Division of Real Property Management prior to being charged as additional rent.)

NEW PAINT IN RENT: _____ YES _____ NO EXTERIOR _____ INTERIOR

NEW FLOOR COVERING IN RENT: _____ YES _____ NO TYPE _____

REMODEL TO LESSEE'S SPECIFICATIONS: _____ YES _____ NO

TIME TO COMPLETE REMODELING: _____

COST FOR HANDICAP ACCESSIBILITY: _____

TOTAL COST TO REMODEL: _____ (Attach Specifications)

(If cost exceeds \$4.00 sq. ft., "Conditions of Lease Proposal for New Construction" must be included.) Show that portion of this cost attributable to Handicap Accessibility requirements.

COST INCLUDED IN RENT: _____ YES _____ NO

THIS PROPERTY IS LOCATED IN A FLOODPLAIN ZONE: _____ A, _____ B, _____ C ZONE (Certified by Engineer)

I WILL PROVIDE FLOOD INSURANCE FOR THE AGENCY AS REQUIRED BY THE STATE'S FLOODPLAIN POLICY:

_____ YES _____ NO

PARKING PROVIDED FOR AGENCY: _____ YES _____ NO

NUMBER OF SPACES RESERVED FOR AGENCY:

PARKING ON SITE _____ OR PROXIMITY TO SITE

PARKING OWNED BY: _____ LESSOR _____ OTHER

BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
STATE AGENCY LEASING IN NON-STATE-OWNED SPACE

COST IN RENT: _____ YES _____ NO
COST IN ADDITION TO RENT: \$ _____/YEAR.= \$ _____PER SPACE

ONLY THE STATE'S STANDARD LEASE FORM WILL BE ACCEPTED FOR OFFICE SPACE.

I warrant that this building will be in good repair on the 1st date of occupancy and that it meets or exceeds all state and local building codes, fire and safety regulations, and zoning ordinances. _____ YES _____NO (If "No" explain on attachment.)

DISCLOSURE of ALL owners, partnerships, or corporate members holding an interest in this property other than the owner/agent listed herein.

The owner(s) of this property warrant that the leasing of this property to a state agency will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code.

The owner(s) of this property have identified themselves as belonging to one or more of the following categories:

_____ American Indian _____ Hispanic _____ Black _____ Asian _____ Female _____ Small Business

The owner(s) of this property understand that the purpose of identification by one or more of the above categories is to provide the agency with information concerning minority/small business status. This information will not be used in the analysis of the proposal.

If none of the above categories are marked, the owners will not be identified as a minority/small business.

This proposal is submitted by _____ who is the _____ OWNER _____ AGENT of the property offered for lease by this proposal. The space offered for lease will be held available for the agency until _____(Date).

Signature Owner/Agent

Date

Address

Phone Number

Other Pertinent Information About Your Property May be Attached to this Proposal.

Attach two exterior photos and two interior photos of the building.

Attach a sketch of the floorplan with dimensions as measured by RPM policy (Page 17 of the Policy and Procedure Manual.)

**BUREAU OF BUILDING, GROUNDS AND REAL
PROPERTY MANAGEMENT
STATE AGENCY LEASING IN NON-STATE-OWNED
SPACE**

CONDITIONS OF LEASE PROPOSAL FOR NEW CONSTRUCTION

RPM-2A

As builder/contractor/owner, I understand that the submittal of my proposal to lease space to a state agency in a building I intend to build/renovate/remodel will be considered by the agency in the same manner as lease proposals for existing buildings.

I understand that no agency of the state, or employee of the state, without the prior approval of the Public Procurement Review Board and the Office of General Services, has the authority to approve terms of a lease which involves remodeling of a building for use by an agency of the state. Also, the construction/renovating of a building for a state agency requires specific legislation to do so. Neither the Public Procurement Review Board nor the Office of General Services can provide the necessary legislation.

I understand that the agency, when considering my proposal for a lease in a building I intend to construct/remodel/renovate, will view this building as if completed and available for lease to parties other than the state agency receiving my proposal, whether the specifications used for the building were designed by the builder/contractor/owner or other party.

I understand that if the building I intend to construct/remodel/renovate is not completed per the specifications listed in my proposal by the date specified in the lease, the state agency that executed the lease will have the option to (1) reduce the rent proportionately by the number of days after the date specified in the lease that the agency occupies the building, or, (2) terminate the lease. Should the lease be terminated, neither the state agency that executed the lease, nor any other state agency will be liable to pay any of the rent or the cost incurred by the builder/contractor/owner of the building for construction/remodeling/renovation.

I understand that should my proposal be accepted by the agency that it was submitted to, and should my proposal be approved by the Public Procurement Review Board, neither the agency executing the lease, nor other agency of the State, will be obligated to occupy this space for any term beyond the dates specified in the lease.

I understand that neither the agency executing the lease, nor other agency of the State, will be obligated to pay the builder/contractor/owner of the building any amount other than the rent specified in the lease for the term of their occupancy of the building, whether or not this amount fully reimburses the builder/contractor/owner for the cost of the construction/remodeling/renovations of the building.

I understand that no condition of the lease can provide for any lump-sum payment for construction/remodeling/renovation or any payments in advance other than for rent, which shall be prorated in equal payments through the term of the lease.

I understand that should I elect not to sign this agreement, either the agency to which my proposal was submitted or the Division of Real Property Management may refuse to accept my proposal for lease.

By evidence of my signature, I acknowledge that I have read the conditions stated above before submittal of my proposal, and that I fully understand these conditions.

Builder/Contractor/Owner

Date